

THE UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON AT SEATTLE

MELISSA WHITE,
ROGER WHITE,

Plaintiffs,

vs.

KING COUNTY SHERIFFS OFFICE,
TYLER HUNT in both his official and
individual capacity,
JEFFREY PETRENECHAK in both his official and
individual capacity,
ENRICO DONAGLIA in both his official and
individual capacity,
STEVEN MINTERS in both his official and
individual capacity, and
MITZI JOHANKNECHT in both her official
and individual capacity

Defendants.

No. 2:23-cv-01761-JHC

STIPULATED PROTECTIVE
ORDER PURSUANT TO LCR 26(c)

1. PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection may be warranted. Accordingly, the parties hereby stipulate to and petition the court to enter the following Stipulated Protective Order. The parties acknowledge that this agreement is consistent with LCR 26(c). It does not confer blanket protection on all disclosures or responses to discovery, the protection it affords from public disclosure and use extends only to the limited

1 information or items that are entitled to confidential treatment under the applicable legal
2 principles, and it does not presumptively entitle parties to file confidential information
3 under seal.

4 2. "CONFIDENTIAL" MATERIAL

5 "Confidential" material shall include the following documents and tangible things
6 produced or otherwise exchanged:

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- 8 • King County Sheriff's Office police reports ("summary reports") and
 - 9 computer aided dispatch (CAD) records containing Personally Identifiable
 - 10 Information (hereafter "PII");
 - 11 • Emails containing PII;
 - 12 • Exported data from Mark43 containing PII;
 - 13 • Home address, telephone numbers, or other contact information and PII of
 - 14 KCSO employees;
 - 15 • Medical information or records connected to or included in case/summary
 - 16 reports;
 - 17 • Information regarding minor victims;
 - 18 • CJIS material.

19 3. SCOPE

20 The protections conferred by this agreement cover not only confidential material
21 (as defined above), but also (1) any information copied or extracted from confidential
22 material; (2) all copies, excerpts, summaries, or compilations of confidential material; and
23 (3) any testimony, conversations, or presentations by parties or their counsel that might
24 reveal confidential material.

25 However, the protections conferred by this agreement do not cover information
26 that is in the public domain or becomes part of the public domain through trial or

1 otherwise.

2 4. ACCESS TO AND USE OF CONFIDENTIAL MATERIAL

3 4.1 Basic Principles. A receiving party may use confidential material that is
4 disclosed or produced by another party or by a non-party in connection with this case
5 only for prosecuting, defending, or attempting to settle this litigation. Confidential
6 material may be disclosed only to the categories of persons and under the conditions
7 described in this agreement. Confidential material must be stored and maintained by a
8 receiving party at a location and in a secure manner that ensures that access is limited to
9 the persons authorized under this agreement.

10 4.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise
11 ordered by the court or permitted in writing by the designating party, a receiving party
12 may disclose any confidential material only to:

13 (a) the receiving party's counsel of record in this action, as well as
14 employees of counsel to whom it is reasonably necessary to disclose the information for
15 this litigation;

16 (b) the officers, directors, and employees (including in-house counsel)
17 of the receiving party to whom disclosure is reasonably necessary for this litigation,
18 unless the parties agree that a particular document or material produced is for Attorney's
19 Eyes Only and is so designated;

20 (c) experts and consultants to whom disclosure is reasonably necessary
21 for this litigation and who have signed the "Acknowledgment and Agreement to Be
22 Bound" (Exhibit A);

23 (d) the court, court personnel, and court reporters and their staff;

24 (e) copy or imaging services retained by party to assist in the
25 duplication of confidential material, provided that party retaining the copy or imaging
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1 service instructs the service not to disclose any confidential material to third parties and
2 to immediately return all originals and copies of any confidential material;

3 (f) during their depositions, witnesses in the action to whom disclosure
4 is reasonably necessary and who have signed the "Acknowledgment and Agreement to
5 Be Bound" (Exhibit A), unless otherwise agreed by the designating party or ordered by
6 the court. Pages of transcribed deposition testimony or exhibits to depositions that reveal
7 confidential material must be separately bound by the court reporter and may not be
8 disclosed to anyone except as permitted under this agreement;

9 (g) the author or recipient of a document containing the information or
10 a custodian or other person who otherwise possessed or knew the information.

11 4.3 Filing Confidential Material. Before filing confidential material or
12 discussing or referencing such material in court filings, the filing party shall confer with
13 the designating party, in accordance with Local Civil Rule 5(g)(3)(A), to determine
14 whether the designating party will remove the confidential designation, whether the
15 document can be redacted, or whether a motion to seal or stipulation and proposed order
16 is warranted. During the meet and confer process, the designating party must identify
17 the basis for sealing the specific confidential information at issue, and the filing party
18 shall include this basis in its motion to seal, along with any objection to sealing the
19 information at issue. Local Civil Rule 5(g) sets forth the procedures that must be followed
20 and the standards that will be applied when a party seeks permission from the court to
21 file material under seal. A party who seeks to maintain the confidentiality of its
22 information must satisfy the requirements of Local Civil Rule 5(g)(3)(B), even if it is not
23 the party filing the motion to seal. Failure to satisfy this requirement will result in the
24 motion to seal being denied, in accordance with the strong presumption of public access
25 to the Court's files.

1 5. DESIGNATING PROTECTED MATERIAL

2 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each
3 party or non-party that designates information or items for protection under this
4 agreement must take care to limit any such designation to specific material that qualifies
5 under the appropriate standards. The designating party must designate for protection
6 only those parts of material, documents, items, or oral or written communications that
7 qualify, so that other portions of the material, documents, items, or communications for
8 which protection is not warranted are not swept unjustifiably within the ambit of this
9 agreement.

10 Mass, indiscriminate, or routinized designations are prohibited. Designations that
11 are shown to be clearly unjustified or that have been made for an improper purpose (*e.g.*,
12 to unnecessarily encumber or delay the case development process or to impose
13 unnecessary expenses and burdens on other parties) expose the designating party to
14 sanctions.

15 If it comes to a designating party's attention that information or items that it
16 designated for protection do not qualify for protection, the designating party must
17 promptly notify all other parties that it is withdrawing the mistaken designation.

18 5.2 Manner and Timing of Designations. Except as otherwise provided in this
19 agreement (see, *e.g.*, second paragraph of section 5.2(b) below), or as otherwise stipulated
20 or ordered, disclosure or discovery material that qualifies for protection under this
21 agreement must be clearly so designated before or when the material is disclosed or
22 produced.

23 (a) Information in documentary form: (*e.g.*, paper or electronic
24 documents and deposition exhibits, but excluding transcripts of depositions or other
25 pretrial or trial proceedings), the designating party must affix the word
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1 “CONFIDENTIAL” to each page that contains confidential material. If only a portion or
2 portions of the material on a page qualifies for protection, the producing party also must
3 clearly identify the protected portion(s) (e.g., by making appropriate markings in the
4 margins).

5 (b) Testimony given in deposition or in other pretrial proceedings: the
6 parties and any participating non-parties must identify on the record, during the
7 deposition or other pretrial proceeding, all protected testimony, without prejudice to
8 their right to so designate other testimony after reviewing the transcript. Any party or
9 non-party may, within fifteen days after receiving the transcript of the deposition or other
10 pretrial proceeding, designate portions of the transcript, or exhibits thereto, as
11 confidential. If a party or non-party desires to protect confidential information at trial,
12 the issue should be addressed during the pre-trial conference.

13 (c) Other tangible items: the producing party must affix in a prominent
14 place on the exterior of the container or containers in which the information or item is
15 stored the word “CONFIDENTIAL.” If only a portion or portions of the information or
16 item warrant protection, the producing party, to the extent practicable, shall identify the
17 protected portion(s).

18 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure
19 to designate qualified information or items does not, standing alone, waive the
20 designating party’s right to secure protection under this agreement for such material.
21 Upon timely correction of a designation, the receiving party must make reasonable efforts
22 to ensure that the material is treated in accordance with the provisions of this agreement.

23 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

24 6.1 Timing of Challenges. Any party or non-party may challenge a designation
25 of confidentiality at any time. Unless a prompt challenge to a designating party’s
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1 confidentiality designation is necessary to avoid foreseeable, substantial unfairness,
2 unnecessary economic burdens, or a significant disruption or delay of the litigation, a
3 party does not waive its right to challenge a confidentiality designation by electing not to
4 mount a challenge promptly after the original designation is disclosed.

5 6.2 Meet and Confer. The parties must make every attempt to resolve any
6 dispute regarding confidential designations without court involvement. Any motion
7 regarding confidential designations or for a protective order must include a certification,
8 in the motion or in a declaration or affidavit, that the movant has engaged in a good faith
9 meet and confer conference with other affected parties in an effort to resolve the dispute
10 without court action. The certification must list the date, manner, and participants to the
11 conference. A good faith effort to confer requires a face-to-face meeting or a telephone
12 conference.

13 6.3 Judicial Intervention. If the parties cannot resolve a challenge without court
14 intervention, the designating party may file and serve a motion to retain confidentiality
15 under Local Civil Rule 7 (and in compliance with Local Civil Rule 5(g), if applicable). The
16 burden of persuasion in any such motion shall be on the designating party. Frivolous
17 challenges, and those made for an improper purpose (*e.g.*, to harass or impose
18 unnecessary expenses and burdens on other parties) may expose the challenging party to
19 sanctions. All parties shall continue to maintain the material in question as confidential
20 until the court rules on the challenge.

21 7. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN
22 OTHER LITIGATION

23 If a party is served with a subpoena or a court order issued in other litigation that
24 compels disclosure of any information or items designated in this action as
25 "CONFIDENTIAL," that party must:

1 (a) promptly notify the designating party in writing and include a copy
2 of the subpoena or court order;

3 (b) promptly notify in writing the party who caused the subpoena or
4 order to issue in the other litigation that some or all of the material covered by the
5 subpoena or order is subject to this agreement. Such notification shall include a copy of
6 this agreement; and

7 (c) cooperate with respect to all reasonable procedures sought to be
8 pursued by the designating party whose confidential material may be affected.

9 8. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

10 If a receiving party learns that, by inadvertence or otherwise, it has disclosed
11 confidential material to any person or in any circumstance not authorized under this
12 agreement, the receiving party must immediately (a) notify in writing the designating
13 party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized
14 copies of the protected material, (c) inform the person or persons to whom unauthorized
15 disclosures were made of all the terms of this agreement, and (d) request that such person
16 or persons execute the "Acknowledgment and Agreement to Be Bound" that is attached
17 hereto as Exhibit A.

18 9. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
19 PROTECTED MATERIAL

20 When a producing party gives notice to receiving parties that certain inadvertently
21 produced material is subject to a claim of privilege or other protection, the obligations of
22 the receiving parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This
23 provision is not intended to modify whatever procedure may be established in an e-
24 discovery order or agreement that provides for production without prior privilege
25 review. The parties agree to the entry of a non-waiver order under Fed. R. Evid. 502(d)
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1 as set forth herein.

2 10. NON-TERMINATION AND RETURN OF DOCUMENTS

3 Within 60 days after the termination of this action, including all appeals, each
4 receiving party must return all confidential material to the producing party, including all
5 copies, extracts and summaries thereof. Alternatively, the parties may agree upon
6 appropriate methods of destruction.

7 Notwithstanding this provision, counsel are entitled to retain one archival copy of
8 all documents filed with the court, trial, deposition, and hearing transcripts,
9 correspondence, deposition and trial exhibits, expert reports, attorney work product, and
10 consultant and expert work product, even if such materials contain confidential material.

11 The confidentiality obligations imposed by this agreement shall remain in effect
12 until a designating party agrees otherwise in writing or a court orders otherwise.
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1 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

2 DATED: April 16th, 2025

s/ Melissa White, s/ Roger White

3 Plaintiffs Pro Se, Melissa White and
4 Roger White

5 DATED: April 23, 2025

[signature on filing at Dkt. # 94 at 10]

6 Attorney for Defendants, John Zeldenrust

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8 PURSUANT TO STIPULATION, IT IS SO ORDERED

9 IT IS FURTHER ORDERED that pursuant to Fed. R. Evid. 502(d), the production
10 of any documents, electronically stored information (ESI) or information, whether
11 inadvertent or otherwise, in this proceeding shall not, for the purposes of this proceeding
12 or any other federal or state proceeding, constitute a waiver by the producing party of
13 any privilege applicable to those documents, including the attorney-client privilege,
14 attorney work-product protection, or any other privilege or protection recognized by law.
15 This Order shall be interpreted to provide the maximum protection allowed by Fed. R.
16 Evid. 502(d). The provisions of Fed. R. Evid. 502(b) do not apply. Nothing contained
17 herein is intended to or shall serve to limit a party's right to conduct a review of
18 documents, ESI or information (including metadata) for relevance, responsiveness
19 and/or segregation of privileged and/or protected information before production.
20 Information produced in discovery that is protected as privileged or work product shall
21 be immediately returned to the producing party.

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23 DATED: April 23, 2025.


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26 John H. Chun
United States District Judge

EXHIBIT AACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
 _____ [print or type full address], declare under
 penalty of perjury that I have read in its entirety and understand the Stipulated Protective
 Order that was issued by the United States District Court for the Western District of
 Washington on [date] in the case of _____ **[insert formal name of the case and
 the number and initials assigned to it by the court]**. I agree to comply with and to be
 bound by all the terms of this Stipulated Protective Order and I understand and
 acknowledge that failure to so comply could expose me to sanctions and punishment in
 the nature of contempt. I solemnly promise that I will not disclose in any manner any
 information or item that is subject to this Stipulated Protective Order to any person or
 entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for
 the Western District of Washington for the purpose of enforcing the terms of this
 Stipulated Protective Order, even if such enforcement proceedings occur after
 termination of this action.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____